

Before  
Rex H. Wiant  
Fact Finder

\*\*\*\*\*)

In the matter of Fact Finding between: )  
Blackhawk County Board of Supervisors )  
Sheriff's Department )  
and )  
Teamsters Local No. 238 )

\*\*\*\*\*

Iowa PERB Number CEO 80/ Sector 2

For the Employer:

Gary Ray, Chief Spokesman  
Brian Gruhn, Attorney  
Don Hoskins, Attorney  
Captain Daniel M Krutsinger, Sheriff's Office  
Barbara Lustamper, Board of Supervisors  
June Watkins, Human Resources

For the Union:

Yingtao Ho, Chief Spokesman and Attorney  
Jim Tuecke, Business Agent  
Pauline Arns, Member  
Joe Stantz, Member  
Tom Frissor, Chief Steward  
Tom Nichols, Member  
Jay Severtsgaard, Member

Jurisdiction:

The Parties selected Rex H. Wiant of Kansas City, Missouri to hear the instant Fact Finding dispute. A hearing was held on March 14, 2004 in the Blackhawk County Courthouse in Waterloo, Iowa. Both sides presented complete cases using narrative, exhibits and witnesses. All evidence was subject to cross examination.

Findings of Fact:

Blackhawk County is located in northeast Iowa. It has a metropolitan area that includes the cities of Waterloo and Cedar Falls. The area is a unique blend of old line industrial, higher education and agricultural. The industrial section of the economy appears to have stabilized at a low level after disastrous cuts in the agricultural implement industry in the 1980's. Higher Education continues to expand although it has had significant increases in tuition the past few years. Agriculture has seen some advance in the price of meat in the past year but had decreases in grain prices in the same period.

An elected Board of Supervisors (hereinafter the "Employer") directs the County. Teamsters #238 (hereinafter the "Union") represents the Deputy Sheriffs and associated workers in the bargaining unit. The Employer also bargains with seven other units. They are: Clerical, Nurses, Maintenance, Roads, Attorneys, Conservation, and Health.

All other units took an identical settlement of a 2% wage increase and an increase of employee contribution to health insurance from \$10 single/\$25 family per month to \$25 single/\$50 family per month. There is some dispute if this unit took that same deal or not. That will be discussed below.

The Employer sought, as part of its bargaining strategy, to remove several permissive items from the collective bargaining agreement. The Public Employment Relations Board issued a Preliminary Ruling on Negotiability Dispute on May 13, 2004 (IA-PERB Case No. 6813).

The Parties presented three issues to the Fact Finder. A summary of those issues follows:

<u>Issue</u>	<u>Current</u>	<u>Employer</u>	<u>Union</u>
Issue 1. Wages.		2%	4%
Issue 2. Insurance. Employee Contribution	\$10/\$25/mo	\$25/\$50/mo	No change
Issue 3. Hours.			
A. Notice of change	2 weeks	1 week	No change
B. Comp-time	80 hours	96 hours	96 hours

Iowa law does not specifically state the criteria on which Fact Finders are to base their decisions. Section 20.22, Iowa Code, states the criteria to be used by Interest Arbitrators and Fact Finders have generally followed the same criteria. The four factors are: Past Agreements, Comparability, Interests and Welfare of the Public and Inability to Pay. The law also includes the phrase "in addition to any other relevant factors." The Fact Finder has used all four factors in his decision.

Tentative Agreement. In the instant case there is a major question of whether or not the parties had a tentative agreement (TA). The Employer says that after a second mediation session they reached a meeting of the minds on all open issues, shook hands and left the meeting with everything settled. The Union says they only agreed to take the last proposal from the Employer back to their membership to vote on. The membership voted it down and they wished to return to the bargaining table.

The Employer included a brief on this point in its exhibits. The Union faxed a brief on this point to the Fact Finder on Monday May 17, 2004.

This is this most important question in this hearing. Public sector bargaining in Iowa depends on the fact that both sides have the authority to negotiate and make agreements. For one side to be able to go back on a deal would bring bargaining to a halt because there would be no incentive to actually agree to anything. Fact Finders and Interest Arbitrators have a history of giving TA's great weight in their decisions. It is generally agreed that they may be overturned only because of significant error immediately discovered, fraud or other egregious circumstances.

This question is made more difficult because the parties were involved in their second mediation when the TA was supposedly made. The specifics of what goes on in a mediation session may not be introduced in this hearing. The results clearly are what must be examined. In this case the parties shook hands over a 2% wage increase and an

increase by employee contribution to health insurance to \$25/\$50. In this case the Fact Finder believes that the parties had a TA for several reasons.

First, it was a global settlement. The 2% and \$25/\$50 applied to all units that were bargaining. Second, all parties were experienced. They knew that if there was a question that they could sell the deal then there was no deal. Third, Mediators make deals. The Fact Finder cannot imagine a Mediator leaving an agreement only partially closed. Therefore the Fact Finder will give the TA great weight in his recommendations.

Comparability. Both sides presented similar comparability groups including what is sometimes called the Urban 8. These are counties with larger cities in them. They are the following:

<u>County</u>	<u>Largest City</u>
Dubuque	Dubuque
Linn	Cedar Rapids
Johnson	Iowa City
Polk	Des Moines
Pottawattamie	Council Bluffs
Scott	Davenport
Woodbury	Sioux City
Blackhawk	Waterloo

The Fact Finder agrees with this list except he removes Polk County because it is significantly larger than all other counties.

Issue 1. Wages. Employer 2% ACB. Union 4% ACB.

Historically all units in Black Hawk County have settled for the same package. Employer exhibit S-3 clearly shows that the parties traditionally reach the same agreement. A two percent across the board increase when coupled with schedule movement would result in a total salary increase of 4.26% or above average settlement.

When the weight of the TA is factored in the recommendation is easy for the Fact Finder. He believes that the Employer position is the most reasonable.

Fact Finder's Recommendation: 2% ACB (The Tentative Agreement).

Issue 2. Insurance.

Current Contract: \$10/\$25.

Employer Position: \$25/\$50.

Union Position: No change.

The current agreement has employees contributing \$25 per month for single coverage and \$50 per month for family coverage. The Employer seeks to double that to \$25 and \$50.

The Union seeks no change.

Insurance is one of the most difficult issues that employers and unions are dealing with across the country. Health insurance is an item that many cannot afford and yet you cannot afford to be without it. Premium increases have averaged in double digits for the last several years and there is no sign of relief.

The parties here switched several years ago to a self funding plan. The one point that jumps out at the Fact Finder is how under funded the plan is and the significant risk that the parties are taking. Through three quarters of the insurance year the plan had a reserve of \$108,849.20. While the undersigned is not an expert in what the plan should have, it is easy to say they should have a much greater reserve. One hundred thousand dollars is far less than what is often spent on one bad heart attack, liver transplant or premature birth. This situation could be likened to a fat man dancing on a balance beam. It is not pretty and the chance of success is low.

Clearly the parties have to increase the reserve and the increasing the employee contribution is a start. The Employer is going to have to also increase funding so that they can increase their available reserves.

Other groups that bargain with the Employer have agreed to the change and the parties had reached a TA on this issue therefore the Fact Finder recommends the Employer Position

Fact Finders Recommendation: Increase the employee contribution to Single \$25 per month and Family to \$50 per month (The Tentative Agreement).

Issue 3 Hours:

A. Notice of change

Current Contract: 2 weeks.

Employer Position: 1 week.

Union Position: No change.

B. Comp-time

Current Contract: 80 hours

Employer Position: 96 hours

Union Position: 96 hours

Two changes were proposed by the Employer. The first is to reduce the length of notice for a schedule change from 2 weeks to 1 week. Under the current contract the Employer must notify employees two weeks before changing the schedule or all hours worked will be at overtime rates. The second is to increase the Compensatory time from 80 hours to 96 hours.

The Employer claimed at hearing that there was a quid pro quo on this issue. They would increase compensatory time in exchange to reduce the notice. There is no comparability on the notice issue. On comp-time the contract all ready is higher than those of the comparability group.

The Fact Finder believes the parties know best when it comes to matter in their contract and therefore is willing to endorse their quid pro quo.

Fact Finders Recommendations: The Employer Position (The Tentative Agreement).

Sincerely,



Rex H. Wiant

Fact Finder

Dated on May 19, 2004 in Kansas City, Missouri.